

**NOTE: YOUR CONSUMER RIGHTS ARE NOT AFFECTED IN ANY WAY**

Laybrook 7 day money back guarantee is that you **can use the bed** for seven days after the date of delivery without worrying about packaging or returning the bed yourselves. If in the unlikely event you do need to send the bed back we will collect it from you free of charge and a full refund given excluding card charges (normally 2%) within the 7 day period after delivery (**excludes "Special Orders" & Turning Bed Rentals**).

-**"Special Orders"** are classed as anything different than shown on the website photographs and or states "Special Order" on the product page. **We will exchange your mattress on the 7 night trial even with special order beds.**

- **Turning Bed Rentals** are exempt of the 7 day money back guarantee as this is supplied on an independent rental contract.

- You can exchange your mattress free of charge for a firmer or softer feel within the 7 day period or you can upgrade your mattress at the standard charge for upgrades. If you have purchased a mattress on its own without a bed we offer a mattress exchange service, you must let us know within 7 days of delivery. No refunds are given on mattress only purchases unless they are unused, not been slept on and returned undamaged.

- Consumers 14 day statutory cooling off period for standard products is not affected.

- If the product has been opened and used you cannot send it back after our 7 night trial due to cross contamination. If you would like to keep those rights you must keep the packaging on the mattress and not soil or damage the bed and return within 14 days of delivery.

- If you would like to return or exchange your products please contact Customer Services on 01869 255400, Monday-Friday 9am – 5pm for a Return Number.

- All refunds will be processed within 21 days after receipt of goods to our delivery warehouse.

- Persons who visit our showroom still have the 7 day trial on the mattress(s) only. As you have tried the bed / mechanism, you do not get the trial on these. In home demonstrations are available, the cost would be £125.00.

- We try to go above the legal obligations we have as a company with our 7 day trial, as once a bed has been slept on, we do not by law have to take it back (due to cross contamination), we do this as a peace of mind offer on all standard beds. This excludes all Special Orders unless agreed in writing.

- The money-back guarantee applies to all our standard adjustable bed range\* excluding "Special Orders". You must let us know within the 7 day period in writing / email or post your letter to:

Laybrook  
Units 4 & 5, Arena 14  
Bicester Distribution Park  
Charbridge Way,  
Bicester  
Oxfordshire  
OX26 4SS

\* We must receive the cancellation letter within the seven-day period (from date of delivery).

\* The bed must not be damaged or soiled in any way as this will invalidate the money-back guarantee.

\* Our beds are assembled / installed by a trained technical engineer and must not be disassembled by anybody else as this will render your guarantee void. Please call our customer service department for cost.

\* Excludes credit card charges (this is only if you have paid by credit card) of 2%.

\* Excludes Special Orders (including beds with cot-sides as fitting process requires drilling/screwing onto the bed surround).

\* 7-day money back guarantee only applies in UK

\* If the bed has to be moved from room of original installation this must be done by a trained Laybrook engineer. Any movement of the bed not done by a Laybrook engineer will invalidate the Guarantee.

\* As products sometimes change, pictures may not reflect the exact specification and are subject to change without notification.

\* If purchasing a mattress or "Special Order", you are eligible for a mattress exchange within 7 days of delivery but no refunds are given once the mattress has been unpacked and used.

\* Cancellation of Fast Deliveries will incur a charge of £175.00 as the actual cost of this service (altering production & logistic manifests) is amortised into the value of the order. If the order is cancelled the full £175.00 charge is applicable.

\* Deliveries by courier companies e.g. TNT are not guaranteed by us, if cancellation occurs because of non delivery by them, a restocking / packing fee of £195 will be charged on all chairs / beds.

\* You have ordered a 3ft bed and when it has been delivered you realise you need a 4ft bed, this is the only time we will charge to collect, dismantle and repackage the bed, this also applies if you order the wrong type of bed i.e. a Double instead of a Dual.

It is crucial you measure the size of the bed before ordering as a charge of £175 will be made to collect, dismantle and / or reassemble a new bed. We must be notified within the 7 days.

\* Special Orders must be cancelled within 48 hours of placing your order as your bed will have commenced manufacture. If you cancel after the 48 hour period Laybrook reserve the right to retain your deposit (50%).

\* Fast Delivery Cancellation – In the case of cancellation of a Fast Delivery order the Fast Delivery charge will not be refunded.

\* Death of Customer: Where a customer dies after placing an order and subject to other statutory or contractual rights available to the Customer the customer and/or his/her estate shall remain liable for all amounts due to be paid under the Contract. Notwithstanding this we will be happy to discuss mitigation of the Customer's liability with his/her Personal Representatives to lessen the impact of the liability as much as possible.

**Registered Office:**

**Faveo House, 2 Somerville Court, Banbury Business Park, Aynho Road, Banbury, Oxfordshire, OX17 3NS.**

Units 4 & 5, Arena 14, Bicester Distribution Park, Charbridge Way, Bicester, OXON OX26 4SS

**Freephone 0800 0194007**

Laybrook Ltd trading as Laybrook.com,

**LAYBROOK GUARANTEE**  
**Conditions of Sale**

The Agreement is made between Customer, hereinafter called 'The Customer', named in the schedule hereto which said schedule is set out and is hereinafter called 'The Schedule' and Laybrook hereinafter called 'The Company'.

**Whereby it is agreed as follows:**

1. The Customer agrees to purchase and have installed and The Company agrees to supply and install at the address for delivery specified the furniture, hereinafter called 'Furniture' as described in 'The Schedule'.
2. The condition of sale contained on this side of the form are hereby acknowledged and accepted by The Customer and Laybrook.
3. In case of cash sales The Customer shall make payment of the total price, less any deposit price already paid, to Laybrook on delivery of the furniture.
4. The Customer hereby acknowledges and agrees that he understands that the agreement constitutes a legally binding agreement between The Customer and Laybrook.
5. Laybrook does not guarantee to remove or dispose of existing bedroom/living room furniture but it is our policy to assist in moving the Customer's bed to another part of the house, unless stated on the order form.
6. "Laybrook will take all reasonable care when installing the furniture but cannot accept responsibility for any damage if this is caused by the Customer failing to follow any instructions relating to removal of obstacles / impediments in advance."
7. It is hereby agreed and declared that this agreement is neither a hire purchase agreement nor a credit sale agreement.
8. Payments to confirm an order will only be refunded in the following circumstances if you telephone us, email us, or write to us at the address detailed below within 14 days of installation stating clearly that you are exercising your right to cancel. There may be a collection fee for recovery of the furniture.
9. If your order is a 'Special' order (made to your specification and identified as such on the order), then no refund may be given.

**Customer Conditions of Sale**

1. **General:** These conditions of sale shall apply to all orders and contracts for the supply of furniture in mainland UK by Laybrook to the Customer and any purported qualification or variation hereof by any employee shall be ineffective unless agreed to in writing by Laybrook. Laybrook shall not be bound by any oral description or representation made by any of its employees other than any description or representation contained on the internet or printed materials produced by Laybrook and given to the customer and no such description or representation shall give rise to rights or claims of any kind.
2. **Alteration on Design:** If Laybrook alters the design specification of the furniture described in its sale or literature after the Customer's order has been accepted we will notify the Customer, who will have the option of cancelling the contract for a full refund.
3. **Guarantee:** Laybrook guarantee the working parts of the Bed Furniture will be free of failure for 1 to 5 years (depending on product) from the date of delivery. Chair Furniture 1 or 2 years (depending on product) from date of delivery, provided that the parts have not been misused or tampered with. Should failure occur, Laybrook would affect repair at no cost to the customer within the time periods above. If failure is deemed to be caused by the customer and not by any mechanical fault of the furniture, a call out charge will be made.
4. **Moving of Bed:** If the bed has to be moved from room of original installation this must be done by a trained Laybrook engineer. Any movement of the bed not done by a Laybrook engineer will invalidate the Guarantee.
5. **Delivery:** Laybrook shall endeavour to meet all delivery times, however if it becomes apparent that this will not be possible we will notify the customer to re-arrange. If Laybrook is unable to deliver within an acceptable timeframe the Customer will have the option to cancel the contract.
6. **Passing of Property:** The furniture shall still remain the property of Laybrook until paid for in full.

**THESE CONDITIONS OF SALE DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER**

We endeavour to provide goods and services which conform with consumer rights, but if there should be a problem, please contact us immediately you become aware of it on **08000 194007**. A copy of our complaints handling policy can be provided herewith. If you are unhappy with the outcome of a complaint and have exhausted our complaints process, you can approach the British Healthcare Trades Association (BHTA) for mediation (and ultimately arbitration) and, as a member, we will participate in this process. BHTA can be contacted at: New Loom House, Suite 4.06, 101 Back Church Lane, London E1 1LU Tel: 020 7702 2141 Email: [complaints@bhta.com](mailto:complaints@bhta.com) Web: <http://www.bhta.net/home/complain.html>  
Alternatively you can approach ADR provider The Furniture Ombudsman (TFO), but we will not participate if you do so, or visit the EU's online platform for dispute resolution at: <http://ec.europa.eu/consumers/odr/>

**You have 14 days from date of installation to cancel this contract (collection cost may be incurred).  
Please telephone us, email us, or if you prefer, use the tear off slip below and put into an envelope to:  
The Manager, Laybrook Ltd, Units 4&5 Arena 14, Bicester Distribution Park, Charbridge Way, Bicester OX26 4SS. Add  
in your telephone and email address here.**

Customer Name: ..... A/C No: .....

The Manager, I wish to use my rights to cancel this contract within the fourteen day agreed period.

Sincerely .....

Units 4 & 5, Arena 14, Bicester Distribution Park, Charbridge Way, Bicester, OXON OX26 4SS

**Freephone 0800 0194007**

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